| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT   |                   |                     | 1. CONTRACT ID CODE            | PAGE OF PAGES 1 3     |
|--|-------------------|---------------------|--------------------------------|-----------------------|
| 2. AMENDMENT/MODIFICATION NO.  | 3. EFFECTIVE DATE | 4. REQUISITION/     | PURCHASE REQ. NO.              | 5. PROJECT NO.        |
| . 0001   | 07/24/00          | N/A (If applicable) |                                |                       |
| 6. ISSUED BY CODE  | JLB               | 7. ADMINISTERED     |                                | DE                    |
| DOC, MASC, MC3 ACQUISITION MANAGEMENT DIVISION 325 BROADWAY BOULDER, CO 80305-3328   |                   |                     |                                |                       |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP code) 9A. AMENDMENT OF SOLICITATION NO.  |                   |                     |                                |                       |
| TO ALL OFFERORS X 52RANW000022   |                   |                     |                                |                       |
|  |                   |                     | 9B. DATED (SEE IT              | M 11)                 |
|  |                   |                     | 6/29/2000                      |                       |
|  |                   |                     | 10A. MODIFICATION              | OF CONTRACT/ORDER NO. |
|  |                   |                     |                                |                       |
|  |                   |                     | 10B. DATED (SEE I              | TEM 13)               |
| CODE   | FACILITY CODE     |                     |                                |                       |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS  |                   |                     |                                |                       |
| I The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of   |                   |                     |                                |                       |
| Offers  is extended,  is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. |                   |                     |                                |                       |
| and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment  |                   |                     |                                |                       |
| numbers. FAILURÉ OF YOUR ÁCKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change   |                   |                     |                                |                       |
| an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.  |                   |                     |                                |                       |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required)  |                   |                     |                                |                       |
| N/A  |                   |                     |                                |                       |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.   |                   |                     |                                |                       |
| A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.   |                   |                     |                                |                       |
| B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).  |                   |                     |                                |                       |
| C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:   |                   |                     |                                |                       |
| D. OTHER (Specify type of modification and authority)  |                   |                     |                                |                       |
|  |                   |                     |                                |                       |
| E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return copies to the issuing office.  |                   |                     |                                |                       |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  |                   |                     |                                |                       |
| Several questions have been posed relating to the subject solicitation. The questions are restated and responses are provided on pages 2 and 3 of this Amendment. The responses are for informational purposes only and are not intended to change the Statement of Work in any way.   |                   |                     |                                |                       |
| The due date for proposals remains unchanged.  |                   |                     |                                |                       |
|  |                   |                     |                                |                       |
| Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.   |                   |                     |                                |                       |
| 15A. NAME AND TITLE OF SIGNER (Type  | e or print)       | 16A. NAME AND T     | ITLE OF CONTRACTING OF         |                       |
|  |                   | Jan<br>Con          | et L. Beer<br>tracting Officer |                       |
| 15B. CONTRACTOR/OFFEROR  | 15C. DATE SIGNED  |                     |                                | 16C. DATE SIGNED      |
|  |                   | BY (Simplified      | £ 0                            | 36                    |
| (Signature of person authorized to   | sign)             | (Signature o        | of Contracting Officer)        |                       |

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## **Question/Response:**

- Q: Does the Government currently own any existing radome assets? If so, will these assets become GFE/GFM to the Contractor?
- R: The Government originally purchased some radome parts and maintains a few parts which are removed and replaced at the field level or by preventive maintenance teams. We have no plans to provide stock as Government Furnished Equipment (GFE) or Government Furnished Material (GFM) to support this contract effort.
- Q. Has the Government committed the necessary funding for the base year, plus all option years?
- R. This is a task order contract and funding is available, if appropriated by Congress, to support task orders anticipated under this contract.
- Q. Does the Government have an existing product warranty on the L3Com ESSCO Radomes?
- R. No.
- Q. What are the conditions of the roads to Mount Ashford, Oregon site, i.e., asphalt road, dirt road, logging road?
- R. Logging road.
- Q. Section 3F. Delivery Schedule specifies deliveries are 30-60 days and less than 30 days for catastrophic events. We believe that "catastrophic event" needs to be a defined term.
- R. If a catastrophic event occurs, the task order issued under this contract will identify it as such. For the purposes of this contract, a catastrophic event is: a partial or complete failure of a radome which renders the WSR-88D System inoperable usually due to a natural phenomenon such as a hurricane, tornado, earthquake, wind, snow, rain, hail, fire, etc.
- Q. Overseas shipments are packaged for water movement (i.e., ship). This may contradict the contractor's ability to comply with the aforementioned delivery schedule.
- R. Section D. describes requirements for packaging and marking. Method of shipment is not described.

- Q. How is the downtime calculated for the catastrophic event (i.e., from time of arrival on site for CLIN 2 to completion of work on the tower)?
- R. See Section F.3.
- Q. What is the process for Government review/approval of Data Item Deliveries? Is there a specific review period for acceptance or rejection/resubmittal?
- R. At the completion of each task order, work is accepted or rejected per the instructions in Section E. Rework required on any task order is negotiable with the Contracting Officer.
- Q. What is the process for submission of invoices (i.e., with submittal of CLINS or acceptance of CLINS)?
- R. Acceptance of CLINS. We comply with the provisions of the Prompt Payment Act.
- Q. There is no explicit warranty provisions for materials and service(s). Does the Government rely on applicable UCC provisions?
- R. Please refer to Section E inspection clauses. These clauses should be sufficient to cover supplies and services provided under this contract.
- Q. The Radome OEM (L3) indicates a delivery lead time for a radome and/or radome panels is 6-8 months. This information conflicts with Section F.3 where deliveries to resolve catastrophic events must be made in less than 30 days.
- R. The Government is looking for an approach to meet a 30 day catastrophic recovery plan, identifying all assumptions and constraints in its proposal justifying the approach.